

**Twelfth Amendment To
Standard Project Agreement**

Between

THE CITY OF SUNRISE

And

KIMLEY-HORN AND ASSOCIATES, INC.

This Twelfth Amendment (“Twelfth Amendment”) to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “City”) and Kimley-Horn and Associates, Inc. (“Consultant”).

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement (“Project Agreement”) for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the Project Agreement to May 31, 2022; and

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,420 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,670 plus \$300 for reimbursable expenses; and

WHEREAS, the parties entered into a Ninth Amendment on February 16, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$9,900 plus \$90 for reimbursable expenses; and

WHEREAS, the parties entered into a Tenth Amendment on April 14, 2022 to revise the Scope of Services to provide additional Construction Administration Services in the amount of \$99,080 plus \$800 for reimbursable expenses and the extend the term of the Project Agreement to May 31, 2023; and

WHEREAS, the parties entered into an Eleventh Amendment on April 20, 2023 to amend the Project Agreement to extend the term of the Project Agreement to April 28, 2026.

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement by 180 days to October 25, 2026.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 7.1 of the Project Agreement is hereby added as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until **October 25, 2026** ~~April 28, 2026~~, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this Twelfth Amendment conflict with those of the Project Agreement and its amendments, the terms of this

Twelfth Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this Twelfth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Twelfth Amendment.
5. Effective Date. This Twelfth Amendment shall be effective when it has been fully executed by the parties.

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TWELFTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Twelfth Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by KIMLEY-HORN AND ASSOCIATES, INC. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2026.

AUTHENTICATION:

Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the CITY:

By: _____
Thomas Moss
City Attorney

TWELFTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

TITLE:

____ day of _____, 2026.

AUTHENTICATE:

Title

(CORPORATE SEAL)

WITNESSES:

City's Initials _____

Consultant's Initial _____